

EXHIBIT A

Approved, SCAO

Original - Court
1st copy - Defendant2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN		SUMMONS	CASE NO. 23-3594-CZ
18TH	JUDICIAL DISTRICT		Case Type: CZ
JUDICIAL CIRCUIT			
BAY	COUNTY		
			JOSEPH K. SHEERAN PH 28575

Court address

Bay County Court Facility, 1230 Washington Ave, Suite 725, Bay City, MI 48708-5737

Court telephone no.

(989) 895-4265

Plaintiff's name, address, and telephone no.

Diane Babcock
2087 E Almeda Beach Rd
Pinconning, MI 48650
(513) 332-7441

v

Defendant's name, address, and telephone no.

Wells Fargo Bank, National Association
420 Montgomery Street
San Francisco, CA 94104
Tel: 1-800-869-3557

Plaintiff's attorney, bar no., address, and telephone no.

Law Offices of Robert S. Gitmeid & Assoc., PLLC
Jennifer Paillon, Esq. (P80284)
30790 Valley Drive
Farmington Hills, MI 48334
Tel: (734) 904-9522

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- ☐ There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- ☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (MC 21) listing those cases.
- ☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- ☐ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in ☐ this court, ☐ _____ Court, where

it was given case number _____ and assigned to Judge _____

The action: ☐ remains ☐ is no longer pending.

Summons section completed by court clerk.

SUMMONS**NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside of Michigan).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date 8/29/23	Expiration date* 11/28/23	Court clerk H. Zaretta
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*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

Summons (3/23)

Case No. 23-3594-CZ

PROOF OF SERVICE

TO PROCESS SERVER: You must serve the summons and complaint and file proof of service with the court clerk before the expiration date on the summons. If you are unable to complete service, you must return this original and all copies to the court clerk.

CERTIFICATE OF SERVICE / NONSERVICE

☐ I served ☐ personally ☐ by registered or certified mail, return receipt requested, and delivery restricted to the addressee (copy of return receipt attached) a copy of the summons and the complaint, together with the attachments listed below, on:

☐ I have attempted to serve a copy of the summons and complaint, together with the attachments listed below, and have been unable to complete service on:

Name	Date and time of service
Place or address of service	
Attachments (if any)	

☐ I am a sheriff, deputy sheriff, bailiff, appointed court officer or attorney for a party.

☐ I am a legally competent adult who is not a party or an officer of a corporate party. I declare under the penalties of perjury that this certificate of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Service fee	Miles traveled	Fee	
\$		\$	
Incorrect address fee	Miles traveled	Fee	TOTAL FEE
\$		\$	\$

Signature

Name (type or print)

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of a copy of the summons and complaint, together with

Attachments (if any) on Date and time

Signature on behalf of

Name (type or print)

STATE OF MICHIGAN JUDICIAL DISTRICT 18TH JUDICIAL CIRCUIT BAY COUNTY	JURY DEMAND	CASE NO. Case Type: CZ Case No. 23-3594-CZ
Court address Bay County Court Facility, 1230 Washington Ave, Suite 725, Bay City, MI 48708-5737		Court telephone no. (989) 895-4265
Plaintiff(s) name(s) Diane Babcock	v	Defendant(s) name(s) Wells Fargo Bank, National Association, et al.
Plaintiff's address and telephone no. or attorney name, bar no., address, and telephone no. Law Offices of Robert S. Gitmeid & Assoc., PLLC Jennifer Paillon, Esq. (P80284) 30790 Valley Drive, Farmington Hills, MI 48334 Tel: (734) 904-9522		Defendant's address and telephone no. or attorney name, bar no., address, and telephone no. Wells Fargo Bank, National Association 420 Montgomery Street San Francisco, CA 94104 Tel: 1-800-869-3557
<input type="checkbox"/> Probate In the matter of _____		
<input type="checkbox"/> Juvenile In the matter of _____		

1. I demand a jury trial.

08/04/2023

Date

/s/ Jennifer Paillon, Esq.

Signature

Second Defendant:

Equifax Information Services, LLC
 1550 Peachtree Street N.W.
 Atlanta, GA 30309
 Tel: (888) 202-4025

STATE OF MICHIGAN
EIGHTEENTH JUDICIAL CIRCUIT
IN THE CIRCUIT COURT FOR THE COUNTY OF BAY

DIANE BABCOCK,

Plaintiff,

vs.

WELLS FARGO BANK, NATIONAL
ASSOCIATION and EQUIFAX INFORMATION
SERVICES, LLC,

Defendants.

Case No:

23-3594-CZ

Hon.

JOSEPH K. SHEERAN
P# 28575

Jury Demand

Case Filing Type: CZ

Jennifer Paillon, Esq. (P80284)
LAW OFFICES OF ROBERT S. GITMEID
& ASSOCIATES, PLLC
30790 Valley Drive
Farmington Hills, MI 48334
Tel: (734) 904-9522
Fax: (734) 547-6166
Email: Jennifer.P@gitmeidlaw.com
Attorneys for Plaintiff Diane Babcock

STATE OF MICHIGAN
COUNTY OF BAY
ATTESTED
A TRUE COPY
KATHLEEN B. ZANOTTI
CLERK OF CIRCUIT COURT
By *[Signature]* Deputy

COMPLAINT

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge.

NOW COMES Plaintiff, Diane Babcock (hereinafter "Plaintiff"), by and through her attorneys, the Law Offices of Robert S. Gitmeid & Associates, PLLC, by way of Complaint against Defendants, Wells Fargo Bank, National Association (hereinafter "Wells Fargo") and Equifax Information Services, LLC (hereinafter "Equifax") (collectively "Defendants"), and hereby alleges as follows:

INTRODUCTION

1. This is an action for damages brought by an individual consumer for Defendants' violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. (hereinafter "FCRA"), and other claims related to unlawful credit reporting practices. The FCRA prohibits credit furnishers and consumer reporting agencies (hereinafter "CRA" or "CRAs") from falsely and inaccurately reporting consumers' credit information.

PARTIES

2. Plaintiff is an adult citizen of the State of Michigan, domiciled in Pinconning, Bay County, Michigan.
3. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1681a(c) of the FCRA.
4. Wells Fargo is a multinational financial services company and "furnisher" of consumer credit information as that term is used in 15 U.S.C. § 1681s-2 of the FCRA.
5. Wells Fargo is qualified to do business in the State of Michigan and regularly conducts business in the State of Michigan.
6. Equifax is a limited liability company that engages in the business of maintaining and reporting consumer credit information. Equifax is a "consumer reporting agency" as defined by 15 U.S.C. § 1681a(f) of the FCRA.
7. Equifax is qualified to do business in the State of Michigan and regularly conducts business in the State of Michigan. Equifax is one the largest CRAs in the world.

JURISDICTION AND VENUE

8. Jurisdiction is proper pursuant to MCL § 600.605 as the amount in controversy in this action exceeds \$25,000.00 and is otherwise within this Court's subject matter jurisdiction.
9. Venue is proper in this Court pursuant to MCL § 600.1621 as Plaintiff is domiciled in Bay County, Michigan; Defendants conduct business in Bay County, Michigan; and the wrongful acts complained of herein occurred in whole or in part within the confines of Bay County, Michigan.

FACTUAL ALLEGATIONS

10. Wells Fargo issued a joint credit account ending in 5213 to Plaintiff and her spouse, Craig Babcock. The account was routinely reported on Plaintiff's consumer credit report.
11. The consumer report at issue is a written communication of information concerning Plaintiff's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, and/or mode of living which is used for the purpose of serving as a factor in establishing the consumer's eligibility for credit to be used primarily for personal, family, or household purposes as defined by 15 U.S.C. § 1681a(d)(1) of the FCRA.
12. On or about July 24, 2021, Plaintiff and Wells Fargo entered into a settlement agreement for the above-referenced account. A copy of the settlement agreement is attached hereto as Exhibit A.
13. Pursuant to the terms of the settlement, Plaintiff was required to make monthly payments totaling \$449.14 to settle and close her Wells Fargo account.
14. Plaintiff, via her debt settlement representative, timely made the requisite

settlement payments.

15. However, months later, Plaintiff's Wells Fargo account continued to be negatively reported.
16. In particular, on a requested credit report dated January 12, 2023, Plaintiff's Wells Fargo account was reported with a status of "CHARGE OFF," a balance of \$1,122.00, and a past due balance of \$1,122.00. The relevant portion of Plaintiff's January 2023 credit report is attached hereto as **Exhibit B**.
17. This tradeline was, and continues to be, inaccurately reported. As evidenced by the enclosed settlement documents and information, the account was settled for less than the full balance and must be reported as "settled" with a balance of \$0.00.
18. On or about June 20, 2023, Plaintiff, via counsel, notified Equifax directly of a dispute with completeness and/or accuracy of the reporting of Plaintiff's Wells Fargo account. A copy of Plaintiff's dispute letter is attached hereto as **Exhibit C**.
19. Therefore, Plaintiff disputed the accuracy of the derogatory and inaccurate information reported by Wells Fargo to Equifax via certified mail in accordance with 15 U.S.C. § 1681i of the FCRA.
20. In July 2023, Plaintiff requested updated credit reports for review. The tradeline for Plaintiff's Wells Fargo account remained inaccurate as Defendants failed to correct the inaccuracy. The relevant portion of Plaintiff's July 2023 credit report is attached hereto as **Exhibit D**.
21. Upon information and belief, Equifax did not notify Wells Fargo of the dispute by Plaintiff in accordance with the FCRA.

22. Alternatively, Equifax did notify Wells Fargo of the dispute by Plaintiff, but Wells Fargo failed to properly investigate and delete the tradeline at issue, or failed to properly update the tradeline on Plaintiff's credit reports.
23. If Wells Fargo had performed a reasonable investigation of Plaintiff's dispute, Plaintiff's Wells Fargo account would have been updated to reflect a "settled" status with a balance of \$0.00.
24. Despite the fact that Wells Fargo has promised through its subscriber agreements and/or contracts to accurately update accounts, Wells Fargo has nonetheless willfully, maliciously, recklessly, wantonly, and/or negligently failed to follow this requirement as well as the requirements set forth under the FCRA, which has resulted in the intended consequences of this information remaining on Plaintiff's credit reports.
25. Defendants failed to properly maintain and failed to follow reasonable procedures to assure maximum possible accuracy of Plaintiff's credit information and credit reports, concerning the account in question, thus violating the FCRA. These violations occurred before, during, and after the dispute process began.
26. At all times pertinent hereto, Defendants were acting by and through their agents, servants and/or employees, who were acting within the scope and course of their employment, and under the direct supervision and control of the Defendants herein.
27. At all times pertinent hereto, the conduct of Defendants, as well as that of their agents, servants and/or employees, was malicious, intentional, willful, reckless, negligent and/or in wanton disregard for federal law and the rights of the

Plaintiff herein.

CAUSE OF ACTION
FAIR CREDIT REPORTING ACT

28. Plaintiff reasserts and incorporates herein by reference all facts and allegations set forth above.
29. Equifax is a “consumer reporting agency,” as codified at 15 U.S.C. § 1681a(f).
30. Wells Fargo is reporting inaccurate credit information concerning Plaintiff to one or more credit bureaus as defined by 15 U.S.C. § 1681a of the FCRA.
31. Plaintiff notified Defendants of a dispute on the subject account’s completeness and/or accuracy, as reported.
32. Wells Fargo failed to complete an investigation of Plaintiff’s written dispute and provide the results of an investigation to Plaintiff and the credit bureaus within the 30-day statutory period as required by 15 U.S.C. § 1681s-2(b).
33. Wells Fargo failed to promptly correct the inaccurate information on Plaintiff’s credit reports in violation of 15 U.S.C. § 1681s-2(b).
34. Equifax failed to delete information found to be inaccurate, reinserted the information without following the FCRA, or failed to properly investigate Plaintiff’s disputes.
35. Equifax failed to maintain and failed to follow reasonable procedures to assure maximum possible accuracy of Plaintiff’s credit reports, concerning the account in question, thus violating 15 U.S.C. § 1681e(b).
36. As a result of the above violations of the FCRA, Plaintiff suffered actual damages in one or more of the following categories: lower credit score, lower credit capacity, denial of credit, embarrassment and emotional distress caused by

the inability to obtain financing for everyday expenses, rejection of credit card application, higher interest rates on loan offers that would otherwise be affordable, and other damages that may be ascertained at a later date.

37. As a result of the above violations of the FCRA, Defendants are liable to Plaintiff for actual damages, punitive damages, statutory damages, attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands that judgment be entered against Defendants as follows:

1. That judgment be entered against Defendants for actual damages pursuant to 15 U.S.C. § 1681n, or alternatively, 15 U.S.C. § 1681o;
2. That judgment be entered against Defendants for punitive damages pursuant to 15 U.S.C. § 1681n;
3. That the Court award costs and reasonable attorneys' fees pursuant to 15 U.S.C. § 1681n, or alternatively, 15 U.S.C. § 1681o;
4. That the Court grant such other and further relief as may be just and proper.

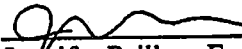
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DEMAND FOR JURY TRIAL

Pursuant to Mich. Ct. R. 2.508, Plaintiff demands a trial by jury in this action of all issues so triable.

Dated: August 4, 2023
Farmington Hills, MI

Law Offices of Robert S. Gitmeid & Associates, PLLC



Jennifer Paillon, Esq. (P80284)
30790 Valley Drive
Farmington Hills, MI 48334
Tel: (734) 904-9522
Fax: (734) 547-6166
Email: Jennifer.P@gitmeidlaw.com
Attorneys for Plaintiff Diane Babcock

EXHIBIT A

[illegible]

EXHIBIT B

FILE # [REDACTED] FNMA # [REDACTED] DATE COMPLETED 1/12/2023 RQD' BY [REDACTED]
 SEND TO [REDACTED] DATE ORDERED 1/12/2023
 REPOSITORIES TU PRPD' BY [REDACTED]
 PRICE [REDACTED] LOAN TYPE [REDACTED]
 REF. # [REDACTED]

PROPERTY ADDRESS

APPLICANT BABCOCK, CRAIG L CO-APPLICANT BABCOCK, DIANE M
 SOC SEC # [REDACTED] DOB [REDACTED] SOC SEC # [REDACTED] DOB [REDACTED]
 MARITAL STATUS [REDACTED] DEPENDENTS [REDACTED]

[REDACTED]

COLLECTION ACCOUNTS

E C O A	W H O S E	CREDITOR	DATE REPORTED	DATE OPENED	HIGH CREDIT OR LIMIT	BALANCE	PAST DUE	MO. REV	30	60	90+	STATUS
				DLA	ACCT TYPE	TERMS						SOURCE
J	J	WF BANK NA	04/21	01/15 09/20	\$8000 REV	\$1122	\$1122	00	-	-	-	CHARGE OFF TU

PROFIT AND LOSS WRITEOFF; SETTLED FOR LESS THAN FULL BALANCE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ECOA KEY: B=BORROWER; C=CO-BORROWER; J=JOINT; U=UNDESIGNATED; A=AUTHORIZED USER; P=PARTICIPANT; S=CO-SIGNER;
 M=MAKER; X=DECEASED; I=INDIVIDUAL; T=TERMINATED

[REDACTED]

EXHIBIT C



The Law Offices of
ROBERT S. GITMEID & ASSOC., PLLC

June 20, 2023

VIA CERTIFIED MAIL

Transunion Consumer Solutions
P.O. Box 2000
Chester, PA 19016

Equifax Information Services, LLC
P.O. Box 740256
Atlanta, GA 30374-0256

Experian
P.O. Box 4500
Allen, TX 75013

Re:	Craig Babcock and Diane Babcock
Creditor:	Wells Fargo Bank, National Association
Account No.:	Ending in 5213
SSN:	Ending in [REDACTED]
SSN:	Ending in [REDACTED]
Address:	[REDACTED]

Dear Sir and/or Madam,

Please be advised that this office was retained to represent Craig Babcock and Diane Babcock with respect to their claims for violations under the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. (the "FCRA") and other claims related to unlawful credit reporting practices.

On or about July 24, 2021, Mr. Babcock, Mrs. Babcock, and Wells Fargo Bank, N.A. ("Wells Fargo") entered into a settlement agreement for the above-referenced account. A copy of the settlement agreement is attached herein for your review. Pursuant to the terms of the settlement, Mr. and Mrs. Babcock were required to make monthly payments totaling \$449.14 to settle and close their Wells Fargo account. Mr. and Mrs. Babcock, via their debt settlement representative, timely made the requisite settlement payments.

However, many months later, Mr. and Mrs. Babcock's account continues to be negatively reported. In particular, on a requested credit report dated January 12, 2023, Mr. and Mrs. Babcock's account was reported with a status of "CHARGE OFF", a balance of \$1,122.00 and a past due balance of \$1,122.00. The relevant portion of Mr. and Mrs. Babcock's credit report is attached herein for your review. The trade line was inaccurately reported. As evidenced by the enclosed documents, the account was settled in full and has a balance of \$0.00.

Please take notice that this dispute is made pursuant to 15 U.S.C. § 1681i under the FCRA. Therefore, if this inaccuracy is not corrected within thirty (30) days, we will pursue further legal process on behalf of our client.

Thank you for your prompt attention to this important matter.

Very truly yours,

Melissa Rodriguez
Paralegal
The Law Offices of Robert S. Gitmeid
& Associates, PLLC
Melissa.R@gitmeidlaw.com
(866) 249-1137

CRAIG BABCOCK
DIANE BABCOCK

Settlement Payment:	\$15.00 to be paid no later than 07/30/2021.
Settlement Payment:	\$15.00 to be paid no later than 08/30/2021.
Settlement Payment:	\$15.00 to be paid no later than 09/30/2021.
Settlement Payment:	\$15.00 to be paid no later than 10/30/2021.
Settlement Payment:	\$15.00 to be paid no later than 11/30/2021.
Settlement Payment:	\$15.00 to be paid no later than 12/30/2021.
Settlement Payment:	\$32.65 to be paid no later than 01/30/2022.
Settlement Payment:	\$32.65 to be paid no later than 02/28/2022.
Settlement Payment:	\$32.65 to be paid no later than 03/30/2022.
Settlement Payment:	\$32.65 to be paid no later than 04/30/2022.
Settlement Payment:	\$32.65 to be paid no later than 05/30/2022.
Settlement Payment:	\$32.65 to be paid no later than 06/30/2022.
Settlement Payment:	\$32.65 to be paid no later than 07/30/2022.
Settlement Payment:	\$32.65 to be paid no later than 08/30/2022.
Settlement Payment:	\$32.65 to be paid no later than 09/30/2022.
Settlement Payment:	\$32.65 to be paid no later than 10/30/2022.
Settlement Payment:	\$32.64 to be paid no later than 11/30/2022.

FILE # [REDACTED] FNMA # [REDACTED] DATE COMPLETED 1/12/2023 RQD' BY [REDACTED]
 SEND TO [REDACTED] DATE ORDERED 1/12/2023
 REPOSITORIES TU PRPD' BY [REDACTED]
 PRICE [REDACTED] LOAN TYPE [REDACTED]
 REF. # [REDACTED]

PROPERTY ADDRESS

APPLICANT BABCOCK, CRAIG L CO-APPLICANT BABCOCK, DIANE M
 SOC SEC # [REDACTED] DOB [REDACTED] SOC SEC # [REDACTED] DOB [REDACTED]
 MARITAL STATUS [REDACTED] DEPENDENTS [REDACTED]

[REDACTED]

COLLECTION ACCOUNTS

E C O A	W H O S E	CREDITOR	DATE REPORTED	DATE OPENED	HIGH CREDIT OR LIMIT	BALANCE	PAST DUE	MO REV	30	60	90+	STATUS
				DLA	ACCT TYPE	TERMS						SOURCE
J	J	WF BANK NA	04/21	01/15 09/20	\$8000 REV	\$1122	\$1122	00	-	-	-	CHARGE OFF TU

PROFIT AND LOSS WRITEOFF; SETTLED FOR LESS THAN FULL BALANCE

[REDACTED]

ECOA KEY: B=BORROWER; C=CO-BORROWER; J=JOINT; U=UNDESIGNATED; A=AUTHORIZED USER; P=PARTICIPANT; S=CO-SIGNER;
 M=MAKER; X=DECEASED; I=INDIVIDUAL; T=TERMINATED

[REDACTED]

EXHIBIT D

Credit report

Provided by **EQUIFAX**

Report Date: Jul 31, 2023

Personal info

Reported names

Diane M Babcock

Addresses

Date reported

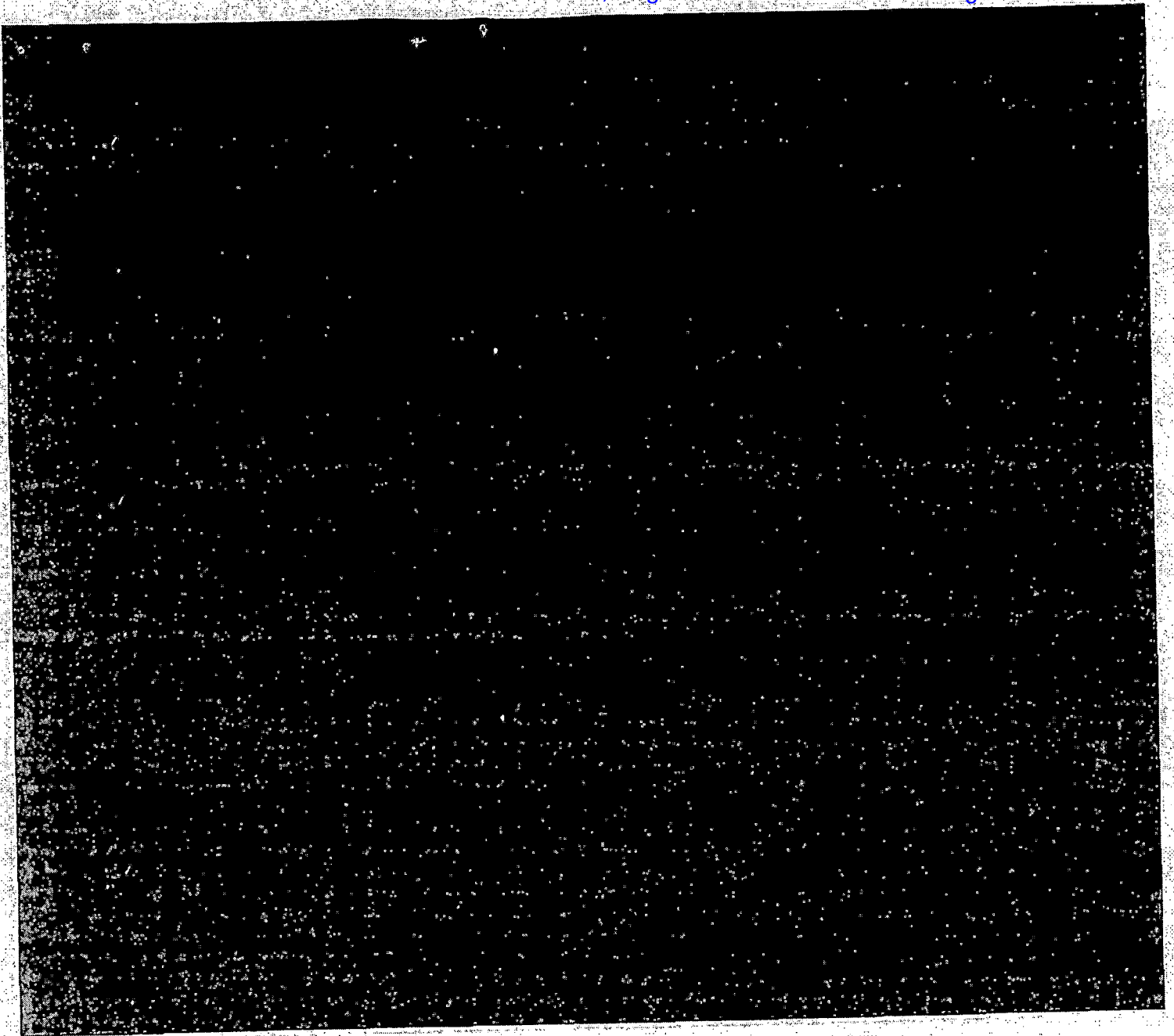
DOB

SSN

Employment info

Account summary

Accounts



WELLS FARGO BANK NA
Reported Apr 30, 2021

\$1,122.00
Closed

Overview

[Redacted]

[Redacted]

Balance \$1,122.00

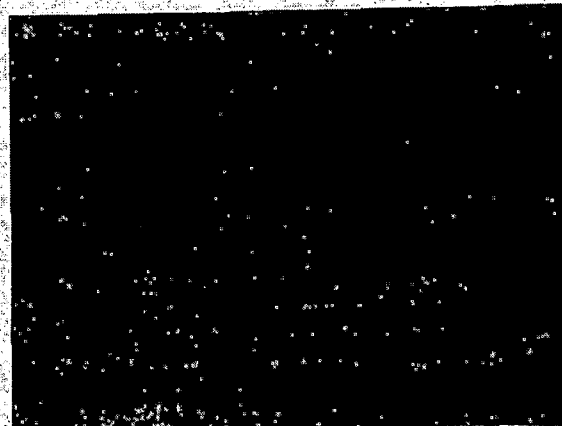
Account details

Account Number

[Redacted] 5213

Account Status

Charge Off





Creditor Information
WELLS FARGO BANK NA
PO BOX 14517
DES MOINES, IA 50306
(866) 762-4359

Current Payment Status

Collection/Charge-off

Amount Past Due

\$1,122.00

